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**FILED**

**AUG 25 2022**

CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
TOLEDO

**IN THE UNITED STATES DISTRICT  
FOR THE NORTHERN DISTRICT OF OHIO  
TOLEDO DIVISION**

Crystal Griffin-Dudley,  
1155 Palmwood Ave.,  
Toledo, OH 43607,

Docket No. **3:22 CV 1511**

**JUDGE HELMICK**

**MAG JUDGE CLAY**

Matthew Dudley,  
1155 Palmwood Ave.,  
Toledo, OH 43607,

COMPLIANT FOR CONTRACT  
(LEASE) BREACH OF IMPLIED  
WARRANTY OF HABITABILITY  
AND COVENANT OF QUIET

And

ENJOYMENT UNDER A THREE  
PARTY HUD'S SUBSIDY LOW-

Joshua Dudley,  
1155 Palmwood Ave.,  
Toledo, OH 43607

INCOME HOUSING LEASE 24  
CFR 996.4 (e) (1)

-VS-

Lucas Metropolitan Housing Authority :

Inc., 501 (C) (3) HUD Subsidy Landlord:  
a/k/a Toledo Metropolitan Housing  
Authority, Inc.,  
211 South Byrne Road,  
Toledo, OH 43615

And

U. S. Department of Housing And  
Urban Development  
451 7th St SW  
Washington, DC 20410

Plaintiffs, Crystal, Matthew, & Joshua Dudley (the "Dudley Family"  
hereinafter), alleges as follows:

### **INTRODUCTION**

1. That the Dudley Family as of September 1, 2022, have been paying HUD Subsidy low-income rent for six (6) years to Defendant Lucas (Toledo) Metropolitan Housing Authority (LMHA hereinafter), Inc., and HUD Subsidize the balance in return Defendant LMHA "***shall***" abide by all the Congressional codes and chapters relating Dudley Family tenancy which HUD has a duty to ensure that the Defendant LMHA contract leases are in line with 24 CFR 966.4 (e) (1), set forth breach infra:

***"The PHA's obligations.*** The 'lease' '***shall***' (command  
Not discretionary) set forth the ***PHA's*** 'obligations' under

The 'lease', which '***shall***' include the following:

- (1) To '***maintain***' the dwelling unit and project in

In '**decent**,' '**safe**,' and '**sanitary condition**,'

(2) To '**comply**' with the requirements of applicable

'**Building codes**' '**housing codes**' and HUD '**regulations**'

materially affecting '**health**' and '**safety**,'

(3) To make '**necessary repairs**' to the dwelling unit."

2. The Dudley Family served Defendant LMHA notice on August 11, 2021 but Defendant LMHA did not take the Dudley Family seriously; until the HUD Subsidy Rent Payments were placed each month in Toledo Municipal Escrow Housing Court of Lucas County, Ohio since February 8, 2022. Then Defendant LMHA about a week and half just to respond constant action to the Mice Infestation after Escrow which Dudley Family by Ms. Dudley informed the Defendant LMHA via cellphone on about July 9, 2021. Defendant LMHA failure to act timely caused the property at 1155 Palmwood Ave., Toledo, OH 43607, to become uninhabitable, which action was not really taken until mid June 2022; almost a year later. Now the place is Mice Infested running through-out the downstairs and upstairs wall can contribute to electrical fire(s) and the Defendant LMHA have not sent an electrician out to check the electrical wiring throughout the walls; eating Dudley Family USDA Food Stamps; droppings and urine causes diseases are airborne; by September 20, 2022, the Defendant LMHA's HUD Subsidy Low-Income Property was and is uninhabitable; and at all times relevant Defendant LMHA was aware even resulted in an unsuccessful attempt to trick Dudley Family out of their Relocation entitlement July 22, 2022, via of letter signed by Chief Counsel Thomas Mackin, Defendant LMHA's **in-house law firm owned. See Exhibit "A."** Defendant LMHA staff property managers, Kwonda Burroughs, Brianna Eaton, Rosalie Underwood, and at all times relevant receiving **in-house legal advice** since August 2021, with the Mice Infestation. Staff even informed Dudley Family Ms. Dudley has to check with our legal team. **See Exhibit "B."** Even desired for me to sign the renewal September 1, 2022, of Contract Lease which Ohio or Federal Laws disallowed to be rented or to enter

into a lease or renew lease with City, County, or State Health and Safety Codes violations which is a **Federal HUD Subsidy Lease (Contract)** under **24 CFR 966.4 (e) (1) and (2)**.

2. HUD's complaint process is not capable of timely addressing matters; used HUD in Case No.: CVG-21-08297 would have been evicted on a frivolous complaint awaiting and using HUD's Complaint process. That process is a failure in Toledo Municipal Court of Lucas County, Ohio before Honorable Judge Howe, Esq., for Defendant LMHA Chief Counsel of the **in-law firm** Thomas Mackin, Esq., who is the Mayor of Perrysburg, Ohio upper middle class community that influences politically Honorable Judge, Howe, Esq., including, but not limited to when the returned call from the Chicago, Ill., Complaint center explicitly stated nothing it could do about the court process for eviction; eviction was not over none rent payment but the fact Dudley Family requested a full scale witnesses grievance hearing May 31, 2022, and to come to the office and go through Defendant LMHA file on the Dudley Family was denied resulted in an frivolous eviction complaint filed June 24, 2021 and was subsequently dismissed and the Housing Court Honorable Judge, Howe, Esq., adjudicated case on June 21, 2022, with a denial not to seal the case, that resulted in an appeal filed to the Sixth District Court of Appeals of Lucas County, Ohio on or about August 18, 2022, awaiting on the records to be transferred to Appellate Court from Housing Court Clerk; which means it destroys the Dudley Family rights to seek affordable housing with another HUD Public Housing Authority or to relocate effectively and timely goes against the law of decency under the eighth amendment United States Constitution and the Dudley Family requested that Defendant LMHA remove it prior to the appeal but the **in-house law firm** Chief Counsel Thomas Mackin, Esq., refused; and Dudley Family is entitled to relocation not transfer and the **in-house law firm** and **property managers aforesaid desire to place Dudley Family in worse dangerous neighborhoods than the one Dudley Family live in even though dangerous; as retaliation for placing HUD**

*Subsidy Rent Money in Escrow since February 8, 2022, to present date and between losing CVG-21-08297 eviction constituted retaliation; so Defendant LMHA did not address the Mice Infestation timely that now eat USDA Food Stamp purchases or contaminate with droppings and urine and must be trashed by Dudley Family USDA and have to shopping for food at the Salvation Army, Lutheran Social Service, and Grace Community Center including spending cash on food that the low-income Dudley Family is compelled to do; entitled to reimbursements herein as set forth below by Defendant LMHA. Anyone who speak up an request their HUD Subsidy Contract Lease code rights under any codes 24 CFR 966.4 (e) (1) and (2) are retaliated against; like Ms. LaToya Broughton, next door 1157 Palmwood Ave., Toledo, Ohio 43607, Mice Infested since August 11, 2021 to present which today August 24, 2022, must turn keys over before the close of the day or threaten to file an eviction she was already been served three (3) days notice; anyone speak up about the Mice Infestation in Defendant LMHA are evicted or place in eviction Housing Court like in Dudley Family situation retaliation for getting the eviction dismissed; now been offered transfer to more dangerous City of Toledo Neighborhoods when in fact Dudley Family is entitled to relocation for both homes are uninhabitable and must be rehab Mice Infestation running across the floors in front of company who will testify via subpoenas which the Honorable Judge, Howe, denied when he denied Dudley Family's Poverty Litigation Affidavits that violated Ohio Revised Code 2323.311 (B) (4) - INDIGENT LITIGATION which under code eligible for.*

3. Retaliation for putting **HUD Subsidy Rent in Escrow** keep sending outstanding billing of thousands of dollars owed Defendant LMHA from Defendant LMHA Cincinnati, Ohio office which Defendant LMHA Toledo, Ohio states it cannot change the records; showing Dudley Family have not paid rent since February when **Rent Money in Escrow**; this Honorable Federal Court has

jurisdiction to rectify this retaliation financial frivolous bill of **\$2,172.00 and to send money to LockBox address: Lucas Metropolitan Housing, P. O. Box 706411, Cincinnati, Ohio 45270-6411** that could be placed on Dudley Family credit report; then no Public Housing Authority or Private Owners will not rent until that is paid absolute financial retaliation by Defendant LMHA for placing **Rent Money in Escrow**; unconstitutional and cruel unusual retaliation.

### **PARTIES**

4. The Dudley Family is located at 1155 Palmwood Ave., Toledo, Ohio 43607. The Dudley Family lived at the same **HUD Subsidy Housing** for six (6) years September 1, 2022.

5. Defendant LMHA (Lucas Metropolitan Housing Authority, Inc.) 501 (C) (3) **HUD Subsidy Landlord Non-profit Incorporation** principal place of business located at 211 South Byrne Road, Toledo, Ohio 43615.

6. U. S. Department of Housing and Urban Development principal place of business located at 541 7th Street SW Washington, DC 20410.

### **JURISDICTION AND VENUE**

7. This Court has subject matter jurisdiction for a breach contract implied warranty of habitability and covenant of quiet enjoyment of a **HUD's Subsidy Contract (lease) 24 CFR 966.4 (e) (1) and (2)** and pursuant to **28 U.S.C. Section 1332** because the parties are diverse and the amount in controversy exceeds \$75,000. The United States is in breach of contractual terms. The United States, like any private individual, may be held liable for breach of contract "not exceeding **\$10,000. In amount**" under **28 U.S.C. Section 1346 (a) (2)** "The District Courts **shall** have original jurisdiction."

**FACTS COMMON TO ALL COUNTS**

8. Dudley Family repeats and realleges each of the foregoing allegations as though fully set forth herein.

9. That Defendant and HUD on the three party **HUD Subsidy Contract (Lease)** the Dudley Family dating back to September 1, 2016 to September 6, 2022, to live in the Covenants of Implied Warranty of Habitability and Quiet Enjoyment means free Rodent (Mice) Infested Home without Mice running across kitchen and living room before guest including, running throughout the walls first and second floors, but not limited to contamination of droppings (feces) and urine on groceries bought with USDA Food Stamps from August 11, 2021, to present date August 25, 2022. *See Exhibit "A" (Defendant LMHA in-house law firm Letter dated July 22, 2022, agreed even the Pest Control with Dudley Family after one (1) year endeavoring to avoid liability but Dudley Family refuse not to be heard or threats of eviction other lady Ms. Latoya Broughton at 1157 Palmwood Ave., Toledo, Ohio 43607 with the Rodent (Mice) Infested house next door served Three (3) Day Notice. She complained too since last year in August 2022. The McAuley Pest Control Company employee Mark would do Dudley Family home and would not go next door because stated he was not told to go next door by Defendant LMHA. Constitutes negligence for wanting to cut costs.*

**Count 1**

**Breach of Contract**

10. The Dudley Family repeats and re-alleges each of the foregoing allegations as though fully set forth herein.



11. The parties, for valuable consideration, entered into a valid and enforceable contract on September 1, 2016, (Lease under relevant part in **24 CFR 966.4 (e) (1) and (2)**) outlined in paragraph one supra.

12. The parties Defendants LMHA and HUD were paid for rental services that were not provided since August 11, 2021 beginning September 1, 2016. Defendants were actually paid almost six (6) months worth of rent with the contract that they breached did cause mental anguish to Dudley Family to Ms. Dudley before her therapist Ms. Donna Johnson for a year, and son Joshua mental health problems which he receives social security for when Rodents (Mice) running across kitchen floor or living room with company observing is embarrassing makes him hard to address and become calm again takes hours had to leave Ms. Dudley's school teaching career and a graduate of University of Toledo; and son Matt does not bring company home since last year to embarrass and shame Rodents (Mice) running around the floor on the kitchen table, stove, counter tops, in cabinets which company sees. Company is talking. Mental anguish the complete family have been paying rent timely from August 11, 2021, for a service Defendants breached and neither did the defendants reduce rent and offered us three months of right to relocate herself  $\$362.00 \times 3 = \$1,086$  not enough to relocate when in fact the transfers Defendant LMHA offered are in extreme dangerous neighborhoods; more dangerous than the neighborhood Dudley Family live in now. Those neighborhoods offered for transfer kill young adults more readily than the neighborhood Dudley Family resides in now at 1155 Palmwood Ave. Toledo, Ohio 43607.

13. The Dudley Family can refuse permanent transfer into more dangerous neighborhoods because Defendants did not take the danger into account part of the **Contract (Lease)** includes safety; but not limited to Dudley Family is entitled to relocation and optional temporary transfer awaiting relocation.

**Count 2**



**Breach of Implied**  
**Warranty of Habitability**

14. The Dudley Family repeats and re-alleges each of the foregoing allegations as though fully set forth herein.

15. At all times relevant to Defendants did violate the city, county, and state housing codes without remorse or timely rectification or consideration of Dudley Family Mental Health (Mental Anguish) or due care for their ***U.S.D.A Food Stamp lose*** to resolve the Rodents (Mice) Infestation even since the placing ***HUD Subsidy three party Contract (Lease) Rent in Toledo Municipal Housing Court*** February 8, 2022 to present date.

16. The Defendants' failure to maintain the premises in accordance with local housing code after having been notified August 11, 2021 of the defects by the Dudley Family constitutes a ***breach of an implied warranty to maintain*** the dwelling in conformity with the housing code, and the consideration for the ***Contract (Lease) breach*** thus fails. ***See Exhibit "B" ( Notice served of defect on August 11, 2021 today is August 25, 2022, over one year later not rectified).***

**Count 3**  
**Breach of Unlimited**  
**Covenant of Quiet Enjoyment**

17. The Dudley Family repeats and re-alleges each of the foregoing allegations as though fully set forth herein.

18. The Defendants have a housing codes and general ***Contract (Lease) mandated obligation*** under ***24 CFR 966.4 (e) (1) and (2)*** to provide Dudley Family ***unlimited covenant of quiet enjoyment*** is implied into every lease

contract for real estate, and this covenant is breached where the Defendants permits the real estate to become Rodents (Mice) infested since August 11, 2021, and also Defendants **permits the premises to deteriorate with Redonts (Mice) infestation** to the extent that a substantial interference with beneficial enjoyment results.


**PRAYER FOR RELIEF**

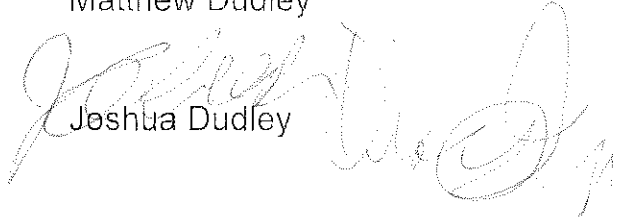
**WHEREFORE**, the Dudley Family prays for the following:

- A. Award damages for mental anguish, negligence and breach of contract against HUD in the sum of \$10,000.00.
- B. Award damage for mental anguish, negligence and breach of contract against LMHA in the sum of \$10,000.00.
- C. Award punitive damage and for creating an hostile living environment by LMHA in the sum of \$75,000.00.
- D. Such further relief as this Court may deem just and equitable.

Respectfully submitted,

  
Crystal Griffin-Dudley

  
Matthew Dudley

  
Joshua Dudley